

# EXHIBIT B

**DUNNINGTON**  
**BARTHOLOW & MILLER LLP**  
**ATTORNEYS AT LAW**

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July 7, 2014

**VIA EMAIL**

Ms. Olga Panfilova  
Kartina Digital GmbH  
Rheingaustraße 53  
65201 Wiesbaden  
Germany

**Re: Retainer Agreement with Dunnington, Bartholow & Miller LLP**

Dear Ms. Panfilova,

This Retainer Agreement shall serve to confirm the retention by Kartina Digital GmbH (hereinafter "you" or "Kartina") of Dunnington, Bartholow & Miller LLP (the "Firm") in connection with legal efforts to combat the illicit broadcasting of Kartina-licensed programming via IPTV by U.S.-based companies. You have authorized the Firm to investigate and pursue legal efforts to combat unauthorized IPTV broadcasts, including commencing litigation, issuing cease and desist letters, and contacting credit card processing companies that may be facilitating infringement. You have further authorized the Firm to obtain authority from Kartina's licensors of copyrighted television programs and films to commence litigation in the names of those licensors and have agreed and understood that Kartina will be entirely responsible for paying the Firm for all its fees, costs and disbursements incurred in such representation, without any obligation on the Firm's part to seek payment from any such licensors. In each instance that the Firm is requested to act, the Firm may decline to do so unless (a) the request is in writing to the Firm; the Firm agrees that such representation is consistent with all of its professional obligation; and the applicable licensor(s) shall execute a Supplemental Retainer Agreement in form acceptable to the Firm in its sole discretion that grants the Firm authority to act on its behalf and that identifies the intellectual property in question. A form Supplemental Retainer Agreement is annexed hereto as Exhibit "A." In the event that Kartina requests the Firm to represent Kartina in other matters, a separate retainer agreement may be necessary.

We agree to this engagement on the terms and conditions set forth herein. Our investigation has not revealed that any conflict of interest presently exists.

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The Firm will endeavor to provide conscientious, diligent and competent services at all times and to seek to achieve results on your behalf that are just and reasonable. In consideration of the professional services to be rendered, you agree to pay our fees and disbursements on a monthly basis as described herein.

By executing this Retainer Agreement, you also authorize our Firm to do and to perform every act in connection with rendering the services described herein which is lawful and which, in the Firm's discretion and judgment, is necessary.

#### **I. FEES AND COSTS**

We require an advance retainer deposit of \$25,000. The hourly billing rates for attorneys in the Firm vary by experience, and may be readjusted annually. My billing rate for this matter is currently \$495.00 per hour and there may be occasions to use other attorneys in our office, whose hourly rates range from \$225.00 to \$525.00. The hourly rates for our paralegals and legal assistants range from \$175.00 per hour to \$225.00 per hour depending on experience. Work assignments will be made, where possible, to maximize effectiveness and efficiency, and to minimize your legal expenses.

Beyond hourly fees, certain other costs and expenses may be incurred in connection with our representation. Examples are filing fees, service fees, messenger fees, investigation fees, charges for obtaining copies of records, long distance telephone calls, telecopy transmission of documents, photocopying expenses, computerized legal research, staff overtime, out-of-pocket expenses, travel, and similar items. These costs and expenses will ordinarily be billed monthly. We will require that the deposit be replenished or augmented, particularly where a significant or costly task arises.

#### **II. STATEMENTS**

We will ordinarily render monthly statements to you for services rendered pursuant to reasonable, conscientious and ethical billing practices. Our statements will indicate the nature of the work done during the time period covered by the statement, the attorneys and other Firm employees performing the work, the time spent and the fees for those services, as well as costs advanced by us on your behalf. We will email these statements to you and they are payable upon receipt. To the extent we have a retainer deposit on account, you authorize us to apply these funds to invoices upon issuance. If the account is not current, the Firm will not accept any additional new matters until the account is current.

#### **III. CONFLICTS OF INTEREST AND JOINT PRIVILEGES**

You have asked the Firm to represent licensors of television programs and films and have agreed to bear the costs and risks associated with such litigation. You have represented that Kartina has agreements with each licensor that permits Kartina to deduct legal fees from royalties due to licensors. You authorize the Firm to represent multiple licensors if, in the

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exercise of professional judgment, an action on behalf of multiple licensors is desirable. You grant the Firm the power and discretion to allocate its fees, costs and expenses among licensors with the understanding that such allocation may be based on estimates. Additionally, should the Firm recover funds from a judgment or settlement, allocation of such recoveries may call for the Firm to exercise its discretion. You grant the Firm such discretion to make such allocations to the extent permitted by law.

In an ordinary attorney/client relationship Kartina benefits from the attorney/client privilege that protects client confidences. However, by entering into this agreement where the Firm will also represent licensors, the Firm will likely be required to disclose information regarding this representation with licensors, including matters of case strategy, administration, and communications regarding communications necessary with the judicial system. You agree that the Firm may share information relating to its services provided to a particular licensor upon request from that licensor or as required by the courts or attorney ethical rules. You have requested for commercial reasons that Kartina not be named as a plaintiff and to the extent legally and ethically possible, Kartina remain confidential in the proceedings. You understand that during the course of litigation Kartina's existence and role will likely be required by law to be revealed and that Kartina may be determined to be a necessary party under the applicable rules of civil procedure.

The Firm has a duty of undivided loyalty and cannot represent persons whose interests may differ without disclosing potential conflicts and obtaining a written waiver. Conflicts may arise if you have a dispute with a licensor of any nature arising out of the subject matter of this representation. Such disputes might include, but are not limited to: a lack of cooperation in the course of this litigation, alleged misrepresentations by you or the licensor, contract disputes arising from the license of any nature, disputes regarding allocations of legal fees incurred the litigation that is the subject matter of this agreement and disputes regarding any proceeds or royalties flowing from this litigation. By executing this Retainer Agreement, you acknowledge that in the event a dispute arises with a licensor, the Firm may not be able to represent Kartina's interests in the event such an actual conflict arises. However, to the extent ethical rules permit, and subject to the terms of this Retainer Agreement, the Firm may continue to represent Kartina in the event any such conflict does not require disqualification. You acknowledge that the Firm is entitled to recover any fees, costs or expenses arising from disputes of its allocations of fee, costs, expenses or proceeds and to the extent permissible by law, agree to indemnify the Firm in the event of any claims against it based on such allocations.

You agree that to the extent legally and ethically possible, Kartina and any licensors intend to, and do, assert a joint privilege in all communications. This means that Kartina and its licensees intend to keep communications from the Firm and related to this representation confidential and may enter into subsequent joint prosecution agreements if necessary. However, if Kartina or a licensor unilaterally reveals a confidential communication, a waiver of the privilege may result. The Firm requests that Kartina and the licensors exercise extreme caution in distributing or forwarding communications from the Firm regarding these matters.

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### **III. TERMINATION OF REPRESENTATION**

Our representation may be terminated by you or the Firm at any time. If the Firm wishes to withdraw from the representation for any reason, you will not unreasonably withhold consent for us to do so. Without limiting the foregoing, it shall be unreasonable for you to withhold consent to the Firm's determination to terminate its representation in the event of a conflict between you and one or more of the licensors which the Firm determines is cause for terminating its representation or a conflict between instructions from you and one or more of your licensors who the Firm is representing or any other determination that continued representation by the Firm would be inconsistent with its professional and/or ethical duties or obligations. If at any time you wish to terminate our representation, please advise us in writing, and we will then deliver a final statement to you for payment or return any balance in your account, adjusted for work done and costs advanced through the date of termination. In the event of the withdrawal from representation in this matter, this Retainer Agreement will evidence an attorney's lien as to all documents, instruments, property, and files in the possession, custody or control of the undersigned relating to this matter as to all sums ultimately owed to the undersigned as a result of our efforts on your behalf.

The undersigned's failure to enforce or insist upon compliance with any of the terms and conditions of this Retainer Agreement shall not be deemed or construed as a waiver of such terms and conditions.

This Retainer Agreement constitutes the full and complete agreement between you and the Firm with respect to the subject matter contained herein. It supersedes any and all prior and contemporaneous communications, representations, statements and agreements, whether oral or written, with respect to the subject matter hereof. You acknowledge that this Retainer Agreement has not been induced by communications, representations, statements or agreements other than those expressed herein. Any modification, amendment or supplement to this Retainer Agreement must be in writing and signed by the parties hereto.

In the event that a dispute arises between you and the Firm relating to the Firm's fees or the subject matter of this representation, you agree and consent that any such dispute shall be resolved exclusively in a court of competent jurisdiction in New York County. Notwithstanding this consent, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York a copy of which will be provided for you upon request.

This Retainer Agreement constitutes a legally binding contract when we receive the retainer deposit. If the foregoing is acceptable to you, please so signify by signing and dating the enclosed copy hereof as "Understood, Agreed and Accepted" and returning it to my attention at your earliest convenience. If you choose not to fund the retainer amount, this letter shall be deemed without legal or other effect.

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I also enclose a copy of the Statement of Client's Rights and Responsibilities.

We appreciate this opportunity to be of service to you. If you have any questions concerning this fee arrangement, please do not hesitate to contact the undersigned.

Very truly yours,

DUNNINGTON, BARTHOLOW & MILLER LLP

By:

/s/ \_\_\_\_\_  
Raymond J. Dowd

UNDERSTOOD, AGREED AND ACCEPTED:  
Kartina Digital GmbH

By: *Reich*  
*Andreas Reich* DATE: \_\_\_\_\_



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